

# LYNCHBURG CITY COUNCIL

## Agenda Item Summary

MEETING DATE: **September 10, 2002**

AGENDA ITEM NO.: **27**

CONSENT:

REGULAR: **X**

CLOSED SESSION:

(Confidential)

ACTION: **X**

INFORMATION:

ITEM TITLE: **Memorandum of Understanding With the Commissioner of the Revenue**

RECOMMENDATION: Approve the memorandum of understanding (MOU) between City Council and the commissioner of the Revenue.

SUMMARY: Council's agreement to place the employees of the Commissioner of the Revenue's Office on the City pay plan was contingent on a signed (MOU) describing the arrangement. The attached MOU is offered for Council's approval.

PRIOR ACTION(S): July 9, 2002, proposal agreed to and first reading on appropriation of funds.

FISCAL IMPACT: As described in appropriation item.

CONTACT(S): Kimball Payne, Mitch Nuckles

ATTACHMENT(S): MOU

REVIEWED BY: lkp

**COOPERATIVE AGREEMENT  
BETWEEN THE  
CITY COUNCIL  
AND THE  
COMMISSIONER OF REVENUE  
OF  
LYNCHBURG, VIRGINIA**

THIS COOPERATIVE AGREEMENT, effective as of July 1, 2002 is between the Commissioner of the Revenue and the City Council of the City of Lynchburg.

**ARTICLE I - SCOPE OF AGREEMENT**

This Agreement extends coverage of the City's personnel policies and procedures, as described in the Employee Handbook and other policy documents, to all employees and deputies of the Office of the Commissioner of the Revenue. This Agreement recognizes that employees and deputies of the Commissioner of the Revenue and other City employees all serve the residents of Lynchburg. Therefore, this Agreement seeks to establish a uniform personnel system so that the Commissioner of the Revenue's employees and deputies will have the same rights and benefits and will be subject to the same policies, procedures and regulations as other City employees, except as provided herein.

Employees and deputies will be subject to the City's personnel policies and procedures, except the grievance procedure. The Commissioner of the Revenue shall have all authority as designated for a Department Director.

All employees and deputies of the Commissioner of the Revenue, whether funded by the Compensation Board or by the City, shall be placed on the City's pay plan, shall be eligible for the same benefits, and shall receive salary adjustments consistent with those received by other City employees. This is an endeavor to maintain parity among City and Compensation Board funded positions as it pertains to general employee compensation. In the event, however, that the salary established by the Compensation Board for a given position is higher than that determined by the City's pay plan, the salary set by the Compensation Board shall be applicable to the position.

Nothing in this Agreement shall be interpreted to infringe upon the authority of the Commissioner of the Revenue to retain control over the operations of his office, including, without limitation, the authority to:

- (1) Direct the work of his employees and deputies;
- (2) Hire, promote, transfer or appoint employees and deputies; and
- (3) Discipline, suspend, demote, dismiss or terminate the appointment of any employee or deputy.

Such authority shall be exercised by the Commissioner of the Revenue, however, the procedures shall be in accordance with the City's personnel policies and procedures. In addition, the Commissioner of the

Revenue's authority pursuant to Virginia Code Section 15.2-1603 to terminate the appointment of a deputy is not intended to be infringed by this Agreement.

## **ARTICLE II - TIME OF PERFORMANCE**

This Agreement shall commence as of July 1, 2002, and is effective until the Constitutional Officer's term in office expires on December 31, 2005.

## **ARTICLE III - LAWS, PERMITS AND RESTRICTIONS**

This Agreement shall be governed in all respects, whether as to validity, construction, capacity or performance by the laws of the Commonwealth of Virginia.

## **ARTICLE IV - TERMINATION**

(1) This Agreement may be canceled by either party by giving ninety (90) days written notice to the other, or

(2) This Agreement shall be suspended in the event City Council fails to appropriate or allocate funds for the purpose of continuation of this Agreement, or

(3) In the event of breach by either party to this Agreement, the other party may give written notice to the party deemed to be in breach specifying the manner in which the Agreement has been breached. If such notice of breach is given, the party sending the notice may suspend performance of any or all of its corresponding obligations under this Agreement, and if the party receiving the notice has not substantially corrected the breach within thirty (30) days of receipt of the written notice, the party sending the notice shall have the right to terminate this Agreement.

## **ARTICLE V - PERSONAL RECORDS AND REPORTS**

The Department of Human Resources shall maintain the official written records of all employment actions for employees and deputies of the Commissioner of the Revenue. Records and forms will be submitted in accordance with established procedures.

Witness the following signatures and seals:

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MITCHELL W NUCKLES  
COMMISSIONER OF THE REVENUE  
CITY OF LYNCHBURG

CITY COUNCIL  
CITY OF LYNCHBURG

BY: \_\_\_\_\_  
L. KIMBALL PAYNE, III  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY